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ABSTRACT

The collective bargaining agreement between Hofstra University and the Hofstra chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition of the AAUP; academic planning; appointment, reappointment, promotion, and tenure; working conditions; fringe benefits; compensation; reduction of faculty as a consequence of curricular curtailment or financial exigency; no strike, work stoppage or lockout; and grievance and arbitration procedures. Also covered are: released time; non-discrimination; personnel files; composition and responsibilities of an Affirmative Action Committee and of a University Special Action Commission; selection, evaluation and removal of departmental chairpersons; and adjunct faculty and special faculty status. The responsibilities of New College faculty, workloads of physical education faculty, library faculty, and speech clinicians, and a time schedule are appended. (SPG)

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Collective Bargaining Agreement

By and Between

HOFSTRA UNIVERSITY

— and —

THE HOFSTRA CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 1976 - August 31, 1979

Hempstead, New York

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AGREEMENT

between

HOFSTRA UNIVERSITY

and

THE HOFSTRA CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

PREAMBLE

The purpose of this Agreement is to provide the faculty and administration of Hofstra University with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. The Agreement aims at maintaining educational excellence, facilitating effective faculty participation in decisions affecting the welfare of the University, assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty and administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE 1: LIST OF DEFINITIONS

1.1 ADMINISTRATION: The Board of Trustees of Hofstra University, a private institution of higher education chartered by the Board of Regents of the State of New York, and such administrative officers as may be appointed by the Board of Trustees.

1.2 AAUP: The Hofstra University Chapter of the American Association of University Professors.

1.3 FACULTY MEMBER: For purposes of this Agreement, a member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.4 REGULAR ADJUNCT FACULTY MEMBER: A part-time member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.5 BARGAINING UNIT: Unit of employees as described in Article 2.2 of this Agreement.

1.6 UNIVERSITY FACULTY PERSONNEL BOARD (UFPB) as defined in Article 6 of this Agreement.

1.7 DEPARTMENTAL PERSONNEL COMMITTEE (DPC) as defined in Article 6 of this Agreement.

1.8 UNIVERSITY APPEALS BOARD (UAB) as defined in Article 6 of this Agreement.

1.9 DEPARTMENTAL ACADEMIC PLANNING COMMITTEE (DAPC) as defined in Article 5 of this Agreement.

1.10 COLLEGE ACADEMIC PLANNING COMMITTEE (CAPC) as defined in Article 5 of this Agreement.

1.11 UNIVERSITY ACADEMIC PLANNING COMMITTEE (UAPC) as defined in Article 5 of this Agreement.

1.12 JOINT STANDING COMMITTEE (JSC) as defined in Section 4.8 of this Agreement.

ARTICLE 2: RECOGNITION OF THE AAUP

2.1 The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty, professional librarians, and speech clinicians as defined below.

2.2 Included in the bargaining unit are all full-time faculty, including those holding special status, professional librarians and speech clinicians, and all regular adjunct faculty (defined as those who are currently teaching and have taught at the University at least six [6] hours per academic year for two academic years exclusive of summer sessions and intersessions), all part-time professional librarians and part-time speech clinicians.

2.3 Excluded from the bargaining unit are: academic deans of all ranks, teaching deans, faculty holding visiting rank, part-time faculty who teach only in summer and, or, intersession, military officers serving in the Department of Military Science, all faculty members in the Law School, all department chairpersons; and in the Library, department heads, director, associate director, and assistant director; and all other administrative personnel of the University, all non-professional employees, and all other employees of the University.

2.4 No person excluded from the bargaining unit as set forth above will represent the Faculty on the University Senate or any of its committees.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

3.1 The parties hereby acknowledge that the Faculty Statutes (hereinafter "FS") and the Faculty Policy Series (hereinafter "FPS") constitute the fundamental documents which govern the rights and responsibilities of the Faculty of Hofstra University, subject to the provisions of this Agreement.

3.2 The provisions of the FS and FPS are binding upon the parties unless modified by or in conflict with this Agreement, in which case this Agreement will control, and the FS and FPS are hereby incorporated by reference into this Agreement.

3.3 During the term of this Agreement, no amendments to the FS or FPS or any University practice which would void, alter or in any way modify any provision of this Agreement will be enacted or effectuated without the consent of the AAUP.

3.4 Any and all proposed amendments to the FS or FPS duly passed by the University Senate and Faculty or Faculty alone, will be submitted to the President who will reply in writing or submit same to the Board of Trustees, which in turn will reply in writing (and where the reply is negative, will state its reasons therefor) within five weeks after the next meeting of the Board of Trustees, but in no event more than 90 days after submission to the President. (Neither the President nor the Board of Trustees will act in an arbitrary or capricious manner.)

3.5 Management rights and functions, except those which are abridged by this Agreement, will remain vested in the Administration, except as provided in this Agreement. The powers and duties of the Administration under the laws of this state and the charter granted to this University will not be impaired or limited, except as set forth in the provisions of this Agreement.

ARTICLE 4: GENERAL RELATIONSHIP BETWEEN THE AAUP AND THE UNIVERSITY

4.1 This Agreement will be binding upon and is exclusively between the AAUP and Hofstra University. All rights and privileges claimed under the terms of this Agreement will be enforceable only by the AAUP and Hofstra University unless otherwise specifically provided herein.

4.2 The rights, privileges and obligations of faculty members set forth in this Agreement will be incorporated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges, and obligations claimed under such individual contracts of employment will be enforceable initially through the procedures hereinafter set forth in this Agreement or in the FS or FPS, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter will be controlling. This Agreement will be incorporated by references into employment contracts issued to faculty members. The University will furnish all faculty members with a copy of this Agreement, the FS and the FPS.

4.3 The presently constituted organizations within the University, i.e., the University Senate or any other similar body composed in whole or in part of the faculty, will continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

4.4 Duly authorized representatives of the AAUP will be permitted to transact official AAUP business on University property at all reasonable times, provided that this will not interfere with or interrupt normal University operations or other faculty members in the performance of their duties.

4.5 The AAUP will have the right to post notices of its activities and matters of AAUP concern on faculty bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP will be permitted free use of intra-University mail and intra-University telephone service for communications to the faculty.

4.6 The Administration will provide the AAUP with a furnished office. In addition, the AAUP will be permitted use of appropriate facilities

at the University for its larger meetings, so long as such facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.7 The AAUP will be entitled to use the services of departmental secretaries for AAUP business, with the consent of the chairperson of the affected department, which consent shall not be unreasonably withheld. It is understood that the AAUP's use of such secretarial service will not interfere with the normal business of the department, and that the Administration will provide such alternative secretarial service in the event that departmental secretarial service is not available.

4.8 A Joint Standing Committee consisting of two (2) representatives of the AAUP and two (2) members of the administration will be established to deal with problems and questions relating to this Agreement. This Committee will meet as necessary at the request of either of the parties. The Committee will discuss and attempt to amicably resolve any and all issues other than those specifically provided for in other articles of this Agreement.

ARTICLE 5: ACADEMIC PLANNING

5.1 Each year a three (3) year Academic Plan will be written and updated for each department, college and for the entire University, each of which will take into account the long and short-term needs of the particular component involved: courses, curriculum, staffing, class size, library and equipment needs, student needs, physical facility needs, available resources, financial factors and all other relevant considerations. The procedures to be followed in the development of such plans will be as follows:

5.2 Each year the Administration will prepare and submit all pertinent data (e.g., budget, enrollment and other statistics) to be used in the annual revision of a three-year Academic

Plan for the University. The Administration, in consultation with the University Academic Planning Committee (UAPC) will review the data and present guidelines (or parameters), as the framework for academic planning. All such guidelines with supporting data will be submitted to the DAPC's and CAPC's through the deans and department chairpersons.

5.3 A Departmental Plan will be formulated by each Departmental Academic Planning Committee (DAPC). The DAPC will be composed of at least four full-time faculty members and one adjunct faculty member (if any has served in the department for at least the three most recent semesters). Committee members will be elected by the department faculty. The department chairperson will serve as chairperson of the DAPC. If the department chairperson elects not to chair the DAPC, it will elect its own chairperson. If the department has fewer than four full-time members, the department will work as a Committee of the whole, with one adjunct member (provided such adjunct has served for at least the three most recent semesters).

5.4 The DAPC will formulate a comprehensive three-year plan for the department which will be updated yearly thereafter.

5.5 The Department Plan, along with supporting data, will be transmitted by the department chairperson to the appropriate College Academic Planning Committee (CAPC). Any member(s) of the DAPC who does not agree with the Departmental Plan, or parts of the Plan, may include a signed minority report with the Plan.

5.6 The CAPC, which will be elected to be representative of the College faculty, will be chaired by the dean. If the dean decides that he will not serve as chair of the CAPC, the Committee will elect a chair. The CAPC will review each Departmental Plan and integrate it into the total Plan for the college. The procedures for the election of the CAPC will be determined by the JSC.

5.7 The College Plan, along with supporting data, will be transmitted by the dean to the University Academic Planning Committee (UAPC). Any member of the CAPC who does not agree with the College Plan, or parts of the Plan, may include a signed minority report with the Plan. The College Plan will be open and available to all constituents, except that supportive data of a personal nature will be kept confidential.

5.8 The UAPC, which will be elected to be representative of the University faculty, will be chaired by the Provost. If the Provost decides that he will not serve as chair of the UAPC, the Committee will elect a chair. The UAPC will review each College Plan and integrate them into a comprehensive Plan for the University. The procedure for the election of the UAPC will be determined by the JSC.

5.9 The University Plan, along with supporting data, will be transmitted by the Provost to the President. Any member of the UAPC who does not agree with the University Plan, or parts of the Plan, may include a signed minority report with the Plan. The University Plan will be open and available to all constituents, except that supportive data of a personal nature will be kept confidential.

5.10 The President will review the University Plan and accept it or return it to the UAPC for revisions. If the President does not accept the UAPC's final Plan, he will meet with the UAPC to explain his reasons. If differences remain the President will provide a written explanation of them to the University Community. Once a plan has been approved by the President and the Board of Trustees, the University will be committed to its implementation, provided that such Plan does not alter or modify any of the terms of this Agreement.

5.11 In the event of unpredicted changes in enrollment or financial factors, guidelines will be revised by the Administration in consultation with the UAPC and submitted to the affected

colleges and departments who will modify their plans accordingly. This will not preclude the Administration from making necessary decisions concerning course additions or cancellations or other similar decisions required by short-term fluctuations in enrollments.

5.12 This planning process will begin early in the Spring 1977 semester and will be completed prior to December 31, 1977. Updating of plans will be completed during the Fall semester of each year thereafter.

5.13 The timetable for completion of each step in this academic planning procedure will be established by the Joint Standing Committee.

ARTICLE 6: APPOINTMENT, REAPPOINTMENT, PROMOTION, AND TENURE

6.1 All decisions regarding faculty personnel matters, as set out hereinafter, except as set forth in Article 10, shall be made as set forth in this article. This article and the appropriate sections of the FS and FPS will govern initial appointment, reappointment, non-reappointment, promotion, and tenure policies for full-time members and will govern appointment, reappointment, and promotion of adjunct and special members of the faculty.

6.2 Each department will elect a DPC consisting of at least three (3) full-time faculty members from the department. At least one (1) adjunct faculty member, where one exists, shall be invited to serve as a non-voting member. For purposes of this section, the Library and New College will each be deemed a department. If a department has fewer than three (3) full-time faculty members, additional members of its DPC will be chosen from other related academic areas according to procedures determined by the UFPB.

6.3 The function of each DPC will be to develop, with the department chairperson, departmental policies and procedures relating to all personnel matters, except tenure, governed

by this article (see 6.1 above). Each DPC will make its recommendations as set forth in this article within such time periods as are required by Appendix E, annexed hereto. The departmental chairperson and/or the dean will call initial meetings of the DPC to deal with pertinent matters.

6.4 Subject to Article 10 and other relevant provisions of this Agreement, the number of faculty lines (full-time equivalent) in each department will be determined by the appropriate dean in consultation with the chairpersons and DPC, subject to the approval of the Provost. The number of full-time equivalent lines will be based on the projected enrollment in student semester hours, the specific curricular requirements of each department, and the number of sections required. Unresolved disagreements will be submitted to the UAB for its recommendation to the President in accordance with Section 6.17. b. This section will be superseded by Article 5 when the University's three-year plan is operative.

6.5 Each DPC will examine the qualifications of candidates for initial full-time and adjunct faculty appointment, re-appointment, non-re-appointment, and promotion. This process will include consultation with the departmental chairperson and the exchange of written evaluations and recommendations between the DPC and the chairperson. The DPC will then forward its recommendation and evaluation in writing to the dean and to the affected individual. The departmental chairperson will do likewise. The dean will then forward his/her recommendation, which recommendation is addressed to the Provost, to the UFPB, together with the recommendation of the DPC and the chairperson. Then the recommendation of the UFPB and the dean will simultaneously be transmitted to the Provost. In cases of re-appointment, the dean will transmit his recommendation along with the recommendations of the DPC and the chairperson directly to the Provost. All recommendations should

be dated and signed by the committee chairperson, and should indicate the names of the committee members.

6.6 When appointment or re-appointment of an adjunct faculty member must take place within fifteen (15) days of the beginning of a semester, the chairperson will have the authority to make such appointment from a pool of adjunct faculty previously approved by the DPC, with the approval of the dean. If no pool is available and the DPC or its representative cannot be called, the chairperson can make such appointment.

6.7 Each department will establish an ad hoc Tenure Committee consisting of full-time faculty members in accordance with the FPS. The procedures described in the FPS will be followed. The departmental chairperson (if tenured) may participate on this committee but with no greater authority than any faculty member on the Committee.

6.8 The written recommendations of the ad hoc Tenure Committee will be forwarded to the UFPB, to the individual faculty member, to the department chairperson, to the dean of the appropriate school or college, and to the Provost.

6.9 The University Faculty Personnel Board (UFPB) will be constituted as follows:

Seven (7) full-time faculty members, elected as follows.

One (1) elected by full-time faculty from each of the following sub-divisions:

(1) Division of Humanities
(2) Division of Social Sciences
(3) Division of Natural Sciences
(4) School of Education
(5) School of Business
(6) New College
(7) Library and Reading Center

An adjunct member of the faculty will be elected by the adjunct faculty to serve as an observer.

6.10 Each member of the UFPB will serve for a term of two (2) years except for members from the Library and Reading Center each of whom will alternate one year terms, provided he/she remains a full-time faculty member during such period. Any person elected to the UFPB will not serve on any standing University or School committee.

6.11 The UFPB will establish its own procedures provided that they do not contravene any provisions of this agreement.

6.12 Any vacancy occurring on the UFPB will be filled by a special election of the affected subdivision within thirty (30) days.

6.13 The UFPB will consider the evaluations and recommendations of the DPC's, the deans, and the ad hoc Tenure Committees as described in earlier sections of this article. In cases of non-re-appointment and tenure the UFPB will allow the faculty member being reviewed to appear in person if he/she so requests. In all other cases appearance will be at the option of the UFPB. The UFPB will make its own independent evaluation and recommendation regarding the action to be taken. The deans will provide the UFPB with all relevant information in each case within the time limits set forth in Appendix E annexed hereto.

6.14 The written evaluations and recommendations of the UFPB will be forwarded to the Provost, with copies to the faculty member, chairperson, DPC (or Tenure Committee, when appropriate), and dean.

6.15 The Provost, in making his/her recommendation to the President on reappointment, promotion, or tenure will give great weight to the recommendation of the UFPB, especially on judgments of merit. If the Provost disagrees with the UFPB, such unresolved disagreements will be submitted to the UAB for its recommendation to the President. If the President indicates preliminary disagreement with the recommendation of the

UFPB and the Provost, which recommendations are in agreement, the issue will then be submitted to the UAB for its recommendation to the President before the President submits his recommendation to the Board of Trustees for a final decision.

6.16 The UAB will hear appeals as provided elsewhere in this Agreement and make recommendations in regard thereto to the President. In addition, the UAB will have jurisdiction to hear an appeal from a decision of the appropriate dean regarding an annual evaluation, if the faculty member requests such an appeal, and will make recommendations in regard thereto to the President.

6.17

(a) If the President disagrees with the recommendations of the UAB in any case arising under sections 6.15, 8.10 and 10.6 of this Agreement, he will provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for his disagreement, in writing.

(b) If the President disagreees with the recommendations of the UAB in any other case, he will provide the UAB, AAUP, and all other appropriate parties with a detailed written explanation of his reasons.

6.18

(a) It is understood that any litigation commenced by AAUP under Section 6.17 wherein it is contended that the reasons given by the President are not "good and sufficient" will not be commenced until after the Board of Trustees has acted (where appropriate) or has failed to act within a reasonable time on such case.

(b) It is further understood that the Board of Trustees' right to make a final decision for the University in a matter under Section 6.17 will not be asserted as a defense to any action

brought by AAUP contending that the President's reasons were not "good and sufficient."

6.19 The UAB will be composed of five (5) members and two (2) alternates, two (2) faculty members and an alternate designated by the AAUP, two (2) administrators and an alternate designated by the Administration, and a fifth (a member of the Hofstra University community), designated by mutual consent of the regular members. The UAB members will serve one year terms.

6.20 The alternates will replace permanent members of their own side whenever an appeal comes from a unit of which they are a member. The alternates, designated by the AAUP and the Administration respectively, will represent units other than those represented by the original two members, and will replace them when an appeal comes from a unit to which the original members belong, so that no member of the UAB will ever have jurisdiction over an appeal pertaining to his/her unit. Members of the Provost's staff who did not participate in the formulation of the Provost's position on a particular matter that is before the UAB may serve on the UAB in connection with its consideration of such matter. Alternates may also substitute for regular members in cases of illness or unavoidable absence.

6.21 The UAB will establish its own procedures provided that they do not contravene any provisions of the Agreement.

6.22 The Administration will notify the appropriate faculty personnel committee of the need to commence the applicable procedure under this article in each case. Unless the Provost has received the recommendations of the appropriate faculty personnel committees hereunder, he/she will not submit his/her recommendation to the President on such matters without first giving two weeks' notice to the defaulting faculty personnel committee.

ARTICLE 7: WORKING CONDITIONS

7.1 The normal work year for all full-time faculty, excluding those in New College, the Library, the Speech Clinic, and the Physical Education Department will be from the date two days prior to registration in the Fall semester through the day of graduation after the Spring semester exclusive of the interim session and holidays. The work year for New College, the Library, the Speech Clinic, and the Physical Education Department will be as set forth in the separate appendices hereto.

7.2 The teaching load for an academic year shall be twenty-four (24) semester hours, normally divided into two (2) semesters consisting of twelve (12) semester hours each, for all faculty, excluding New College, Library, Physical Education, and Speech Clinicians. (See Appendices A, B, C, D.) Faculty assignments will include the teaching of courses on campus, and off campus assignments which are normally made with the consent of the faculty member involved.

7.3 A semester hour of teaching load will be defined as a semester credit hour for all faculty except for those teaching Physical Education activity courses, which will be determined on the basis of the load models in Appendix B.

7.4 Subject to sections 7.5 and 7.6, base loads may be fulfilled by the following, in addition to standard course assignments: supervision of Master's theses, doctoral dissertations, student teaching, readings and tutorial courses, University Without Walls courses, Special Projects, and such other assignments of this type as may be considered appropriate.

7.5 Faculty members without full teaching loads may owe up to three (3) semester hours per semester for up to one (1) year. This six (6) hour loan may be repaid during summer, intersession, or during the following year, provided it is agreed to by the faculty member involved, the department chairperson, and the

dean. Otherwise the faculty member will be placed in a pool for other assignments within the University. Work assignments will be based on a formula of 1 credit hour for 3 hours of work per week for a full semester. An attempt will be made to provide faculty in the pool with appropriate assignments which meet the needs of the University and which can be justified on financial grounds. In any event, faculty in the pool must repay the loan within twelve months of the end of the semester in which the loan was taken, provided course assignments are available.

7.6 Workload equivalents for educational programs which largely involve individual supervision of students can be used toward base load or be compensated by stipend with the agreement of the faculty member and the chairperson of the department, and with the approval of the dean. Unless prior arrangements were made at the departmental level to place the following on load provisions in effect prior to 6/1/77, the following will become effective as of such date:

(a) *Undergraduate and graduate assignments* These include programs presently described as Reading Courses: Special Studies, Senior Papers, Seminars, Research, Special Academic Projects, and other courses taught essentially as tutorials.

On load:

(1) One semester hour teaching credit for every 12 student semester hours of enrollment for the same tutorial or project;

(2) One semester hour teaching credit for every 9 student semester hours of enrollment for different tutorials or projects; *or*

Stipend:

(1) $125. for a single student in a specific 3 or 4 credit undergraduate tutorial*;

(2) $175. for two students in the same 3 or 4 credit undergraduate tutorial*;

(3) $25. additional for each student over 2 in the same 3 or 4 credit undergraduate tutorial*;

(4) $175. for supervision of honors;

(5) $175. for supervision of graduate tutorials or projects.

(b) *Student teaching*

Supervision of student teaching will be at the rate of 1 semester hour teaching credit per 12 student semester hours, plus travel reimbursement in accordance with FPS 24.

(c) *Master's theses*

On load:

One semester hour teaching credit for each 2 theses acknowledged as received by the library, *or*

Stipend:

$150. per semester of supervision for a maximum of 2 semesters in which the student is continuously enrolled in a three credit supervision course. First payment is made at the end of the first semester; final payment is made when the library acknowledges receipt of the thesis.

(d) *Master's internship*

On load:

One semester hour teaching credit for each 12 student semester hours, *or*

Stipend:

$100. for each 3 student semester hours.

(e) *Interns in Supervision (beyond Master's level)*

On load:

One semester hour teaching credit for 9 student semester hours, plus travel re-

imbursement in accordance with FPS 24,

or

Stipend:

$300. for supervision of 9 student semester hours, plus travel reimbursement in accordance with FPS 24.

(f) *Doctoral dissertations*

On load:

One semester hour teaching credit per dissertation: one-half credit is received when the dissertation proposal is approved and one-half credit when dissertation is acknowledged as received by the library, *or*

Stipend:

$700. The stipend is divided into two payments. The first $350. is paid after the dissertation committee has signed the candidate's proposal. The final $350. is paid after the library acknowledges receipt of the dissertation.

Each department will determine how the $700. is to be divided among the chair and the other members of the dissertation committee.

(g) *Doctoral interns*

On load:

One semester hour teaching credit for each two interns for the first six students. Additional base load credits at the rate of one semester hour for each 4 additional students enrolled in a 3 credit supervision course, *or*

Stipend:

$200. for each 3 student semester hours.

*Prorated for less than three credit tutorials at the three-credit rate.

7.7 Overload payments shall be made when the number of semester hours taught exceed twelve (12) in a semester, except where the faculty member owes semester hours of teaching. Overload can occur only in a department

in which all available and qualified full-time faculty throughout the University teach full loads. Full-time faculty members may not teach more than four (4) credits on an overload basis each semester. Intersession and summer sessions will normally be paid as overload except as in 7.5 above.

7.8 The parties agree that faculty members should spend sufficient time on campus to carry out all their professional responsibilities effectively.

7.9 The parties agree that a normal part of the work load, as specified in the FPS, will include student advising, committee work, departmental assignments, registration, faculty and department meetings, attendance at convocations and commencements, keeping accurate course records, and submitting grades promptly.

7.10 Average class size will not be increased significantly, except in those courses with average class size below the University norm for courses of the type offered. The norms (to be established by consulting with department members and deans), will be based on the type of course (e.g., lecture, discussion, laboratory, etc.) and the level of the course.

ARTICLE 8: FRINGE BENEFITS

8.1 Except as modified by this Agreement, the current provisions specified in the FS and FPS for TIAA/CREF, medical benefits, life insurance, tuition remission and faculty children scholarships, and other benefits of a similar nature will be continued. The AAUP Fringe Benefits Committee and the University will continually seek improvements of medical and hospitalization benefits provided that such improvements will not increase the present total cost to the University for members of the bargaining unit.

8.2 *TIAA and Social Security*
Effective January 1, 1977 and thereafter, the

University will contribute to TIAA/CREF the following sums: (1) for full-time non-tenured faculty members 4.15% of the first $16,500 of base salary and 10% of the base salary in excess of $16,500; and (2) full-time tenured faculty 6.65% of the first $16,500 of base salary and 12½% of the base salary in excess of $16,500. Effective after February 1, 1977 the University's contribution rate to TIAA/CREF will not be affected by increases in Social Security contribution rates.

8.3 After 15 years of consecutive participation in the Hofstra TIAA/CREF retirement program, Hofstra will contribute an additional sum equal to .825 per cent of the first $10,800 of base salary and 3.75 per cent of base earnings in excess of $10,800. After 20 years of consecutive participation in the Hofstra TIAA/CREF retirement program, the additional contribution will be increased to 1.65 per cent of the $10,800 base salary and 7.5 per cent of base earnings in excess of $10,800.

8.4 An adjunct faculty member may be granted unpaid general leave up to one (1) year (without loss of seniority), with the approval of the department chairperson, which approval shall not be unreasonably withheld.

8.5 An adjunct faculty member may participate in the University health insurance and life insurance plans, provided that he/she pays all of the necessary premiums and satisfies all requirements of the insurance carriers and only to the extent permitted by the University's insurance carriers. These benefits will be available only if there is no additional cost to the University from the insurance carriers or insurance administrators.

8.6 After completing four (4) semesters of service, one (1) course per semester free of tuition will be available to a currently employed adjunct faculty member or his/her spouse or child. After completing seven (7) years of service, this benefit will be increased to two (2) courses per semester. This benefit

does not include courses in doctoral programs or the law school or graduate courses in the case of children. (See Article 2.2 for eligibility.)

8.7 During the three-year term of this Agreement, and the next ensuing year thereafter, the University will grant a total of sixty (60) scholarly leaves. During each of the first three years of such period, the University will attempt to grant 15 scholarly leaves per year. However, it is understood that, either as a result of financial consideration or an agreement between a faculty member scheduled to receive such a leave and the University, up to five (5) such leaves may be deferred each of the first three years. Any faculty member whose leave is deferred will be assured of an opportunity to take such leave in the ensuing year.

8.8 The Administration recognizes its commitment to use its best efforts to provide financial support for appropriate faculty research projects and travel expenses in connection therewith, provided it does not interfere with other duties. The amount of such financial support will be determined and allocated by the Administration after consultation with the appropriate committees.

8.9 Retirement will normally begin at the end of the academic year in which the individual reaches the age of 65. Upon the request of the faculty member and in accordance with the procedures for reappointment in Article 6, semester or annual extensions may be granted to the age of 68 by the Board of Trustees upon the recommendation of the President. These extensions may be either full-time or part-time on his/her pro-rated base salary. In making its recommendations, the DPC will consider not only individual merit but the staffing needs of the department in accordance with Article 6.4 until the planning process (Article 5) is in effect and in accordance with the plan when it becomes oper-

ative. Reappointment of such individual may be granted only with the agreement of the DPC and UFPB. No TIAA/CREF contributions will be made by the University on behalf of a faculty member who is granted an extension hereunder.

8.10 If the Provost disagrees with the recommendations of the UFPB on a retirement matter as set forth in Section 8.9 above, he/she will return the recommendation to the UFPB with reasons for the disagreement. If there is still an unresolved disagreement, it will be submitted to the UAB for its recommendation. If the UAB's recommendation is not accepted, Section 6.17.a. will apply. If the reasons given by the Administration are strictly of a financial nature, that is, if the individual would be replaced by either full-time or adjunct faculty at lower cost, the individual must be granted a minimum of three-quarters base load, pro-rated, in the 66th year, half-time base load, pro-rated in the 67th year, and quarter-time base load, pro-rated, in the 68th year, unless the UAB has recommended less time.

8.11 After 20 years of service at Hofstra or reaching age 60, a person may request partial retirement. This involves teaching fewer than 12 hours per semester at a pro-rated salary, with full fringe benefits, including TIAA/CREF.

8.12 Early retirement benefits are available to full-time faculty with ten years of full-time continuous service at Hofstra and who have reached age 60. This election must be made by the faculty member prior to the beginning of the academic year in which such election becomes effective.

8.13 The group life insurance schedule for the early retiree will remain the same as before retirement to age 65 and reduced to $5,000 of coverage at age 65 and further reduced to $2,500 at age 70, with the University paying the full premium.

8.14 A full-time faculty member who elects early retirement will remain in the Hospital-Medical and Major Medical plans on the same basis as before retirement until he/she attains age 65, at which time the Hospital-Medical plan becomes supplemental to Medicare.

8.15 A full-time faculty member who elects total early retirement between the ages of 60-65 inclusive, will receive a one-time incentive payment at the time of retirement, according to the following schedule: Retiring prior to the academic year in which the following ages are reached:

60	a	faculty	member	shall	receive 70%
61	"	"	"	"	60%
62	"	"	"	"	50%
63	"	"	"	"	40%
64	"	"	"	"	30%
65	"	"	"	"	20%

of his/her last academic year's base salary. This sum may be paid in cash or deposited with the TIAA/CREF account at the member's option.

ARTICLE 9: COMPENSATION

9.1 For the fiscal years 1976-77, 1977-78, and 1978-79, the University will establish a salary supplement fund for the members of the bargaining unit. This fund will be credited with the larger of the following sums:

(a) 17% of the increase of total University revenue, excluding both tuition rate increases and special student fee charges over the 1976-77 base budget as approved by the Board of Trustees effective September 1, 1976: 10% of the total revenue resulting from a tuition rate increase unless such tuition rate increase is necessitated by demonstrated external mandatory costs, i.e., utilities, insurance, supplies, etc. The base budget referred to herein is the $35,275,773 budget effective September 1, 1976, *or*

(b) 33-1/3% of the first $450,000 of increases in revenue over the base budget in tuition fees, government appropriations, and that portion of grants and contracts allocated to indirect costs, excluding tuition rate increases; 25% of the excess in such income above the $450,000 of the base budget, excluding tuition rate increases; and 10% of the total revenue resulting from a tuition rate increase unless such tuition rate increase is necessitated by demonstrated external mandatory costs, i.e., utilities, insurance, supplies, etc. The base budget referred to herein is the $23,871,689 effective September 1, 1976 (as opposed to the $35,275,773 budget referred to in the preceding paragraph).

9.2 There shall be a minimum guarantee as part of the salary increment fund of a $500. across-the-board increase in base salary effective September 1, 1976; $750. across-the-board increase in base salary effective September 1, 1977; and $1100. across-the-board increase in base salary effective September 1, 1978.

9.3 Notwithstanding the foregoing, the University shall not be required to pay any increase in total salary to the bargaining unit members in excess of 8% of the aggregate full-time bargaining unit salary as of September 1 each of the three years of this Agreement. Allocation of such salary increase shall be made as follows: increases up to 6% of the aggregate full-time bargaining unit salary shall be distributed in equal dollar amounts to each full-time member of the bargaining unit. Additional increases of up to 2% of the aggregate full-time barganing unit salary shall be used to redress inequities in salary in a manner to be determined by the Joint Standing Committee. Any payments hereunder in excess of the above minimum guarantees set forth in Section 9.2 will not be added to base salary, but will constitute a single payment to

be disbursed not later than September 30 of each year of 1977, 1978, and 1979.

9.4 By March 1 of each year of this Agreement, the University will inform the AAUP as to the current status of the salary supplement fund.

9.5 Effective September 1, 1976 the adjunct faculty will receive an increase in pay of $13 per credit per year for each of the three years of this Agreement. The same increase in pay will apply to overload pay rates.

9.6 Effective September 1, 1976, the minimum base rates of pay for full-time and for adjunct faculty are as follows:

Instructor	$11,100
Assistant Professor	12,700
Associate Professor	15,000
Professor	18,000
Adjunct Instructor	261 per s.h.
Adjunct Asst. Professor	289 per s.h.
Adjunct Assoc. Professor	316 per s.h.
Adjunct Professor	344 per s.h.

ARTICLE 10: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

10.1 This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course elimination, or financial factors within the affected academic unit; or for financial exigency of the University, as distinguished from individual personnel decisions based solely upon considerations of merit pursuant to Article 6 hereof.

10.2 When there is a demonstrable need to terminate faculty, as specified above, the Administration, in consultation with the departments involved, will pursue alternatives that will allow such faculty to remain employed at the University. Specific measures taken may

include, but will not be limited to, each of the following:

(a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.

(b) Provide an opportunity for full-time faculty to complete a full-time teaching load in another area of the University in which he/she is qualified.

(c) Provide an opportunity for full-time faculty without a full-time teaching load to apply for part-time, non-teaching or administrative duties where vacancies exist in order to complete a full-time work load, provided that he/she is qualified for such position.

(d) Other options which may be considered are:

(1) Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.

(2) Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at Hofstra and with fringe benefits continued.

(3) Transfer to a vacant non-teaching position for which he/she is qualified.

(4) Offer of reduced load on a pro-rated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.

(5) Early retirement. (See Article 8.10-8.14)

10.3 All of the options referred to above must be agreed to by both the administration and the faculty member involved.

10.4 Reduction of faculty in a given department shall be accomplished on the following bases: (References to service indicate service at Hofstra only.)

(a) Eliminate faculty overload within the department or departments where there are faculty without full work loads who are qualified to teach such overload courses.

(b) Eliminate teaching duties by administrators in the affected departments unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct member nor reduce the normal load of an adjunct member.

(c) Terminate teaching assistants and teaching interns who have full responsibility for courses within the affected department.

(d) Reduction will next take place among adjunct faculty who have fewer than five (5) years of cumulative service in the preceding seven (7) year period excluding summer and interim sessions, according to seniority in the affected department, provided that the senior faculty member is qualified to teach the courses in question.

(e) Reduction will next take place among adjunct faculty members who have had five (5) or more cumulative years of service in the preceding seven (7) years excluding summer and interim sessions, according to seniority within such group in the affected department, provided that the senior faculty member is qualified to teach the courses in question. Consistent with departmental needs, any reduction in an adjunct faculty's load must be re-

stored before a less senior adjunct is rehired or a new adjunct faculty member is hired.

(f) Reduction will next take place among non-tenured, full-time faculty who have served less than two (2) years according to seniority within such group in the affected department, provided that the senior faculty member is qualified to teach the courses in question.

(g) Reduction will next take place among non-tenured, full-time faculty who have served two (2) years or more according to seniority in the affected department, provided the senior faculty member is qualified to teach the courses in question.

(h) Reduction will next take place among tenured, full-time faculty members according to seniority in the department affected, provided the senior member is qualified to teach the courses in question.

(i) Where a faculty member has taught in more than one (1) department or served the University in other capacities, his/her seniority for purposes of this Article shall be based upon the cumulative total of years at Hofstra. If two (2) or more departments are combined, seniority will be based on the cumulative total of years at Hofstra.

10.5 In no case may a full-time faculty member be released hereunder, if there are twelve (12) semester hours of unassigned courses for each of both semesters that he/she is qualified to teach in any department.

10.6 The initial recommendations hereunder regarding the qualifications of the individual will be made independently by both the chairperson and the DPC, subject to review by the UFPB and the dean, both of whom will recommend to the Provost. If there is

disagreement between the UFPB and the Provost, the matter will be appealed to the UAB, which will make its recommendation in accordance with Section 6.16.

10.7 Any proposal by the A !ministration to reduce the size of the faculty as set forth above will be submitted in writing to the AAUP and to the department directly affected as soon as possible after the proposal is formulated, but not later than one month prior to the issuance of any notices of termination under Section 10.9 (excluding members with two (2) years or less of service at Hofstra). The proposal will contain: the number of proposed reductions identified by program, department, or college; the timetable; and a brief statement of justification and ramifications.

10.8 Within two weeks of receipt of such a proposal, the AAUP will make recommendations to the President. The President and, where appropriate, the Board of Trustees, will give great weight to the recommendations of the AAUP. If there is disagreement between the AAUP and the President, the President will submit a detailed statement of reasons in writing to the AAUP within two (2) weeks of the AAUP's response. If there is still disagreement, the proposal will be submitted to the UAB, which will make its recommendation in accordance with Section 6.16.

10.9 Full-time faculty members with more than two (2) years of consecutive service at Hofstra University will be given notice of termination not later than October 31 and the termination will be effective twelve (12) months thereafter.

(a) Faculty members who receive notice of termination and who do not have a full teaching load during the one-year notice period, will be placed in a "hold-for-assignment pool." They will be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions

are vacant, efforts will be made to fill these positions with qualified faculty in the pool.

(b) Tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to five (5) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(c) Non-tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to three (3) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call for additional sections, qualified terminated faculty will be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.

10.10 Non-tenured full-time faculty members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty (30) days of receipt of such notice, will be given severance pay of one month's salary for each year of full-time service at Hofstra with a minimum of three and a maximum of six months' severance pay.

10.11 After the effective date of termination of a tenured faculty member under this article, he/she will receive one-half month's salary for each year of non-tenured service at Hof-

stra and one month's salary for each year of tenured service at Hofstra, with a maximum of twelve (12) months' severance pay. Those faculty members with over 20 years of service at Hofstra, will receive eighteen (18) months salary as severance pay. This provision will be in lieu of the allowance under Article 8.14, Early Retirement.

10.12 Payments under 10.10 and 10.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.

10.13 Recalled tenured faculty members will have tenure and rank continued but will not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty will have rank continued but will not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

10.14 A terminated faculty member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within sixty (60) days of such notice, the faculty member who has responded within the required twenty (20) days will have the option to return for the semester after the one scheduled to begin within sixty (60) days of such notice, provided courses are still available, and the University will have the right to hire adjunct faculty until his/her return.

10.15 Any faculty member who is recalled under this Article will have all rights restored as provided by the FS and FPS.

10.16 Financial exigency will be declared when it appears that there will be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, will be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this Article.

10.17 Prior to the reduction of faculty because of bona fid financial exigency, the Administration will consult with the appropriate academic constituencies, including the AAUP, and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration will be given to the reduction of the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty. Attempts will continue to be made to increase revenue by all feasible means.

ARTICLE 11: NO STRIKE, WORK STOPPAGE OR LOCKOUT

11.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement, they will not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.

11.2 The University agrees that during the term of this Agreement, it will not lock out any or all of the faculty members covered by this Agreement.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

12.1

(a) *Purpose*—The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

(b) *Definition*—A grievance is an allegation by either the AAUP or the University that there has been a breach, misinterpretation or im-

proper application of the terms of this Agreement. The grievance and arbitration procedures provided for herein will not include any complaints relating to appointment, reappointment, promotion, tenure or annual evaluation which are dealt with by the UAB. It will include any complaints alleging that in a promotion or tenure matter, the Board of Trustees and/or the President: (i) have acted in an arbitrary or capricious manner; (ii) have failed to apply written criteria of the University; provided, however, that the merits of the judgment will not be subject to arbitration hereunder; or (iii) have violated procedural due process under this Agreement. In the cases ii and iii, the arbitrator's authority will be limited to remanding the matter for compliance with procedural due process under this Agreement and/or compliance with the written criteria of the University. The arbitrator may extend the term of an appointment to permit compliance but any such extension will not result in *de facto* tenure.

12.2

(a) *Grievance Procedure*—Grievances may be filed by the AAUP on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty (30) days after the event or state of facts giving rise to the grievance become known to the grieving party. In addition, grievances must be filed within four (4) months of the occurrence of the facts giving rise to the grievance, except that there will be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.

(b) Any grievance brought by a faculty member, or the AAUP on behalf of such faculty member, complaining about any evaluation, will be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.

(c) *Step One*—Conferences will be held in an

effort to settle the grievance at the departmental level between the University's representative, the faculty member or members involved and a representative of the AAUP. Such conferences will take place within seven (7) calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative will, within seven (7) calendar days after the last conference, deliver a signed statement of his/her position to the AAUP and the faculty member or members involved.

(d) *Step Two*—The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven (7) calendar days after receipt of the written Step One response. The dean will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean will, within seven (7) calendar days after the last conference, deliver a signed statement of the University's position to the AAUP and the affected faculty member or members.

(e) *Step Three*—The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven (7) calendar days after receipt of the written Step Two response. The Provost will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost will, within seven (7) calendar days after the last conference deliver a signed statement of the University's final position to the AAUP and the faculty member or members involved.

(f) *Step Four*—If the grievance is not resolved at Step Three within ninety (90) days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration Association in accordance with its voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, will be shared by the parties. There will be no outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure or annual evaluations (except as provided in Section 12.1 b. hereof), which matters will be resolved in accordance with procedures provided for under Article 6 of this Agreement.

(g) All time limitations provided for in the preceding four (4) steps may be extended by mutual agreement of the parties.

(h) In the event that either party alleges a violation of Article 11 ("NO STRIKE, WORK STOPPAGE, OR LOCKOUT"), such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

ARTICLE 13: MERGER OR AQUISITION

In the event that Hofstra University merges with or acquires any other educational institution or portion thereof, the faculty members of such educational institution who become employed by the University automatically will become part of the bargaining unit set forth herein—above in Article 2.2, provided that such faculty members are not then represented by another labor organization and further provided that the inclusion of such faculty members in this bargaining unit does not violate the law as it may be constituted.

ARTICLE 14: RELEASED TIME

The President of the AAUP will receive six (6) credit hours per year of released time,

normally at the rate of three (3) semester hours per semester. The Chairperson of the UFPB will receive a total of six (6) credit hours per year which will normally be released time. An additional maximum of fifteen (15) credit hours per year will be apportioned prior to March 31, 1977 to faculty serving on committees by agreement between the AAUP and the Provost.

ARTICLE 15: UNION SECURITY AND CHECK-OFF

15.1 The AAUP and the University agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the AAUP.

15.2 A member of the collective bargaining unit may request exemption by right of conscience from the payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Hofstra Chapter of AAUP. Such affidavit will be filed with the President of the University and the President of the AAUP and will thereby exempt the collective bargaining unit member from the "Dues" provisions of this Agreement. Any such exempt person will be expected to contribute a sum equal to the dues to any campus use such as scholarships and library, but not to be used to modify salaries. These monies will be distributed by the Administration.

15.3 The AAUP will submit to the Administration signed voluntary check-off authorization cards. Thereafter, the University will deduct dues in sixteen (16) equal installments from the faculty pay checks commencing January 1 of each year of all who file authorization cards in the amount certified by the Treasurer of the AAUP. Thereafter, the University will remit the receipts to the AAUP within thirty (30) days after deduction.

15.4 Adjunct members of the collective bargaining unit are exempt from this clause. Their dues and assessments will be paid directly to the Treasurer of the AAUP.

ARTICLE 16: SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement will remain in full force and effect.

ARTICLE 17: INTEREST SUCCESSION

All the terms and conditions of this Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 18: NON-DISCRIMINATION CLAUSE

Neither party will discriminate against any faculty member because of race, creed, color, national origin, physical disability, age, sex, marital status, or union activity.

ARTICLE 19: PERSONNEL FILES

19.1 Except as otherwise provided, a faculty member will be entitled to review his/her personnel files from time to time, upon reasonable notice to and under the supervision of the Provost or other person or committee maintaining such files and will have the right to include such additional information in his/her file as he/she considers necessary or desirable.

19.2 Confidential communications included in a faculty member's personnel file will be identified and treated as confidential and the faculty member involved will not be permitted to review such information unless such confidentiality is waived by the originator of such confidential communication. Upon request, the substance of the communication will be for-

warded to the faculty member involved when, in the opinion of the Provost or other person or committee maintaining such files, the identity of the originator of such confidential communication will not be revealed. The faculty member involved will have the opportunity to respond in writing and will be permitted to include such response in his/her official file. As of February 1, 1977, any new confidential material added to the file must be stamped CONFIDENTIAL, and the substance of such material will be provided to the faculty member involved upon request.

ARTICLE 20: AFFIRMATIVE ACTION COMMITTEE

By March 1, 1977, the President of the University will appoint an Affirmative Action Officer as recommended to him by the Search Committee to serve at least on a half-time basis with staff support. A five-member Affirmative Action Committee will be elected by the constituencies listed below in the following numbers:

Faculty	1
Chairpersons	1
Administration	1
Staff	1
Student	1

The JSC will have the authority to alter the composition of this Committee. The duties of the Affirmative Action Committee will be to:

(1) Review and suggest revisions to the current Affirmative Action Plan for the University. The plan will be consistent with current Federal regulations, including Title IX.

(2) Conduct an on-going review of Affirmative Action and compliance with Federal regulations on campus.

(3) Supply the faculty with an annual written report of its findings.

(4) Develop recommendations for affirmative action programs and projects.

ARTICLE 21: AFFIRMATION OF FULL DISCLOSURE

(a) The Administration agrees that, upon request, it will provide the AAUP with the Treasurer's annual financial statement, the auditor's certified annual report, and the line-by-line budgets of any academic or administrative department. These budgets do not include individual salaries but do indicate the number of persons employed in each job category and the total funds allocated for each. A sample budget for a hypothetical unit is attached.

(b) For members of the bargaining unit, the Administration will provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospective personnel changes. It will also inform the AAUP in writing of any modifications of policies that will directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency.

ARTICLE 22: PAST PRACTICES

All well established practices which benefit at least five (5) members of the bargaining unit in a significant manner will be maintained, unless modified by this Agreement or by mutual consent. For cases involving fewer than five (5) faculty members, the Joint Standing Committee will meet to resolve the problem.

ARTICLE 23: UNIVERSITY SPECIAL ACTION COMMISSION (USAC)

23.1 A University Special Action Commission will be established within forty-five (45) days after the execution of this Agreement consisting of three faculty members selected by the AAUP and three administrators selected by the President.

23.2 The USAC will review and evaluate University procedures and policies and make recommendations designed to increase the efficiency and effectiveness of the University. It will review all areas of operation, with major emphasis on: (1) Budget, (2) Personnel Utilization, and (3) Procedural efficiency and effectiveness.

23.3 The USAC will have full access to all data necessary to carry out its responsibilities, except that all data of a personal nature will be kept confidential. The Commission will establish and publish its own procedures. It will have the authority to invite resource persons from among all constituencies of the University to assist the Commission, and to set up any sub-committees it considers appropriate.

23.4 The USAC will present findings and proposals according to the following procedures:

(a) All sub-committee reports will be compiled and unified into a preliminary document to be submitted to the Administration, the AAUP, the University Senate, and the Faculty.

(b) It will hold a public hearing three (3) weeks after distributing the preliminary document in order to get responses and suggestions from all members of the University Community.

(c) Within three (3) weeks after the public hearing, the USAC will produce a final report which may include majority and minority positions and all supporting evidence. The final report will then be submitted to the President, with copies to the AAUP, the University Senate, and the Faculty.

(d) The recommendations of the USAC will be reviewed by the President. The President will then meet with the USAC to present his/her reactions and recommendations and to discuss and resolve differences prior to submitting his/her rec-

ommendations to the Board of Trustees. If differences remain unresolved, the President will provide a written statement of his/her agreements and disagreements with the USAC recommendations to the University Community. Within a reasonable time thereafter, the President will submit the final USAC recommendations along with his/her final recommendations to the Board.

23.5 The recommendations of the Commission and the President, and the decision of the Board of Trustees will be subject to the provisions of the Collective Bargaining Agreement between the AAUP and the University, and nothing contained herein will be construed to authorize deviations from or modifications to said Agreement.

23.6 The Commission will complete its task before January 31, 1978, unless extended by request of the Commission and the consent of the AAUP and the Administration.

ARTICLE 24: DEPARTMENTAL CHAIRPERSONS

24.1 All Chairpersons, as of the effective date of this Agreement, will serve for the balance of their present terms. Upon the expiration of their current term as Chairpersons, the procedures set forth hereafter will be invoked to fill such vacancies.

24.2 In departments with five or fewer full-time faculty members, those members willing to serve will submit their names to the dean who will recommend one of them to the Provost, subject to the approval of the President and the Board of Trustees.

24.3 In departments having between six (6) and ten (10) full-time faculty members, the department will, by secret ballot, nominate three (3) from among themselves to serve as Chairperson. Each voting faculty member will nominate three (3) candidates in order of

preference. The votes will be weighted according to the following order: three points for first choice, two for second choice and one for third choice. These three names will then be presented to the dean according to the total number of points received. The faculty member receiving the highest number of points will be presented as the first choice, followed by the faculty member receiving the second highest number of points, and then the faculty member receiving the third highest number.

24.4 In departments having eleven (11) to fourteen (14) full-time faculty members, four (4) names will be presented to the dean. The presentation of nominations will be the same as in 24.3, except that the number of points will be four, three, two, and one for the first, second, third, and fourth choices respectively.

24.5 In departments having fifteen (15) or more full-time faculty, five (5) names will be presented to the dean. The presentation of nominations will be the same as in 24.3 except that the number of points will be five, four, three, two, and one for the first, second, third, fourth, and fifth choices respectively.

24.6 In the event that the department fails to present to the dean the appropriate number of nominees for Chairperson, as aforesaid, the dean will consider the nominees who have been presented. If the dean determines not to recommend one of such nominees, then the dean will request all members of the department to advise him of their willingness to serve as Chairperson. The dean will then recommend a Chairperson from among those persons indicating that they are available for such position. Where fewer than the above-defined number of nominees is obtained, the dean will then recommend appropriate action. The deans' recommendation hereunder will be made to the Provost, subject to the approval of the President and the Board of Trustees.

24.7 Chairpersons will not serve more than two (2) consecutive three-year terms, exclusive of the balance of their present terms, unless both the majority of the members of the department, by secret ballot, and the dean agree to continue such person in office beyond such limit.

24.8 Chairpersons will be evaluated annually, except in their initial year of service, by their departments. The dean will ask each member of the department to evaluate the performance of the Chairperson in his/her administrative duties. (It is understood that a formal evaluation instrument for this purpose is presently under development by the University.) The dean will apprise the chairperson and the departmental members of the results of the evaluation, including pertinent support data and a statement by the chairperson when appropriate.

24.9 In the event that two-thirds of the membership of a department petition the dean for removal of a chairperson, or the dean requests such removal, the position will be deemed vacant and the procedures set forth above for filling a vacancy will be employed.

ARTICLE 25: ADJUNCT FACULTY AND SPECIAL FACULTY STATUS

25.1 Title designations listed in Faculty Statutes IV, 2, 3, 4, and Faculty Statute V.A.1, will be modified as follows:

25.2 The title Adjunct will replace the previous title of Lecturer (A,B,C,D) which has been used to designate part-time faculty rank. The designations will be Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor.

25.3 The title Special will designate any full-time faculty appointment for less than the appropriate time period designated by the Faculty Statutes (i.e., Special Instructor, Special Assistant Professor, Special Associate Professor, Special Professor).

25.4 Instructors who normally receive a one-year contract will be designated "Special" when they receive a one semester contract.

25.5 All ranks of the professoriate who would normally receive a two-year contract will be termed "Special" whenever the contract will be less than two years.

ARTICLE 26: DURATION AND EFFECTIVE DATE

26.1 This Agreement will be effective as of the first day of September 1976 and will expire on the thirty-first day of August 1979.

26.2 The parties will commence negotiations toward a new Collective Bargaining Agreement during the Spring semester of 1979.

26.3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22 day of February, 1977.

HOFSTRA UNIVERSITY	HOFSTRA UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
James M. Shuart, President	Efrem Rosen, President Hofstra Chapter, A.A.U.P.
NEGOTIATING COMMITTE	NEGOTIATING COMMITTEE
Harold E. Yokor	Hyman A. Enzer
A. P. Procelli	Jeannine Swift
Robert C. Vogt	Jerome K. Pescow
J. R. Block	Paul H. Tannenbaum
Miriam Schleich	Sylvia F. Pines
John R. Foxen	Jone Zaccone

MEMORANDUM OF UNDERSTANDING BETWEEN HOFSTRA UNIVERSITY AND THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS:

It is agreed that Article 9.1.b—Compensation of the American Association of University Professors' contract with Hofstra University is modified to include revenue from the Hofstra/PINY Program budgeted September 1, 1976 at $162,800, District 65 budgeted September 1, 1976 at $132,600 and the January session budgeted September 1, 1976 at $80,000 (net $40,000—gross $80,000). Therefore, it is agreed to add the gross income budgeted from these three programs to the base budget of $23,871,689 referred to in 9.1.b. This addition of $375,400 brings the base budget to a new total of $24,247,089.

Should any of these programs be discontinued or new programs instituted, such applications to Article 9.1.b. will be determined by the JSC.

This memorandum of understanding is being executed simultaneously with the execution of the Collective Bargaining Agreement between the parties.

James M. Shuart for Hofstra University

Efrem Rosen for The American Association of University Professors

APPENDIX A

NEW COLLEGE

The responsibilities of the New College faculty being unique, the items below relate only to the New College Faculty.

I. *Teaching Load*

Members of the New College faculty who are full-time for an entire academic year and assigned the teaching load described below will be called "Teaching Fellows."

The instructional load for the academic year for New College Teaching Fellows will be as follows: 20 semester credit hours of classroom instruction, plus the supervision of 16 Individual Projects of 3 or 4 semester hours each during the two regular semesters or their equivalents as listed below and as determined by the New College (Departmental) Personnel Committee, based upon other sections in this Collective Bargaining Agreement and past practices at New College consistent with this Collective Bargaining Agreement and the Statutes of the University:

—seminars (including Special Seminars);
—Off-Campus Education Projects;
—University Without Walls modes (including Contracts, credits-by-examination, and assessments of prior learning);
—New College Master of Arts Program components (including Initial Studies, Contracts, Master's Theses);
—other equivalent faculty services.

The New College calendar contains 30 teaching weeks in the two regular semesters, plus five weeks of advisement, orientation, evaluation, and development. New College classes meet four days a week, generally between 9:00 a.m. and 5:00 p.m. Other class times for other New College programs are determined by program needs and faculty teaching-load obligations. During these 35 weeks, the Teaching Fellows will be available for classroom teaching, Individual Projects supervision, the supervision of "Student Initiated Projects," advisement, and activities peculiar to New College Programs.

II. *Teaching Fellow Compensation*

Compensation for New College Teaching Fellows will be as follows: base salary supplemented by a percentage of 10% of base salary to cover the longer academic year, longer teaching week, and diversity of teaching responsibilities. Annual salary increments will be added to the base salary before computation of the 10% New College Teaching Fellow salary supplement.

Overload compensation for Teaching Fellows will be in accord with other provisions of this Agreement and will be consistent with the overload compensation of other full-time members of the University's faculty included in this Agreement, as also consistent with past practices at New College, as accepted by the New College Personnel Committee.

III. *Appointment of New College Teaching Fellows*

The appointment of a University faculty member as a Teaching Fellow is annual and may be renewed on an annual basis. Teaching Fellows carry University faculty ranks and have contracts as University faculty consistent with this Agreement and the Statutes of the University.

Faculty new to the University appointed as Teaching Fellows will have their initial appointment made cooperatively through the participation of an appropriate departmental personnel committee. Subsequent personnel decisions will be made cooperatively and in a manner consisten with other provisions of this Agreement; the Statutes of the University; the policies of the New College Personnel Committee; and past practices affecting New College faculty in accord with this Agreement, the Statutes of the University and the policies of the New College Personnel Committee.

APPENDIX B

PHYSICAL EDUCATION SCHEDULE:

FULL-TIME FACULTY LOAD

A. *Classes*

Type	Points/ Semester
1. Theory	6
2. Major Skill (Semester)	5
3. Non-major Skill (Semester)	4
4. Major Skill—8 weeks	2.5
5. Non-major Skill	2
6. Student Teachers—4-5 student/class	6

B. *Administration*

1. Chairperson	12
2. Assoc. Athletic Director	4
3. Coordinator Student Teaching (year)	3/yr.

•C. *Intercollegiates*

1. Eight week sport season (e.g., Field Hockey, Softball, Tennis, LaCrosse)	2.5
2. Sixteen week sport season (e.g., Volleyball)	5
3. Twenty-four week sport season (e.g., Fencing, Basketball, Gymnastics)	7.5

•Intercollegiate responsibilities include a *minimum* of 2 hours a day, 4 days a week practice sessions exclusive of travel, game time, and administrative preparation depending upon the varsity sport.

Full load = 24 points per semester or 48 points per year.

Overload is based on total year. Any points over 48 are compensated at the rate of 1 semester hour for each two points.

APPENDIX C

LIBRARY

I. Full-time Library faculty required to work "staggered" schedules should be guaranteed the following limitations on their work schedule, except for emergencies or for substituting for persons ill or on vacations:

(a) Saturday duty no more often than once per month.

(b) Saturday duty only during Spring and Fall semester.

(c) No Saturday duty during summer session, intersessions, or vacation periods.

(d) No Sunday duty.

(e) Evening duty no more often than once a week. (Evening duty defined as any hours between 6 and 10 p.m.).

(f) Evening duty only during class and examination periods.

II. *Work Schedule:* a 35-hour week during the school year and a 32½ hour week during the summer months.

Released time: for Library faculty on official University assignments, computed as 8 working days of released time analogous to one semester hour credit for teaching faculty.

Temporary (Special) Faculty: vacation days for temporary faculty at the rate of 1.83 days for each month worked.

III. *Holidays and Other Non-work Days*

Full-time Library faculty will have twenty-two (22) vacation days, five (5) personal days, seven (7) professional days in 1976-77, ten (10) professional days in 1977-78, and thirteen (13) professional days in 1978-79, all of which will be pro-rated for service of less than a full year.

Vacation time accrued during one academic year must be taken by August 31 of the following year, except in special cases authorized by department chairpersons and the Dean of Library Services.

IV. *Adjunct Library Faculty*

Adjunct Library faculty are defined as those employed for less than a normal work schedule, as defined above. They will have the same ranks as part-time teaching faculty, in addition to a graduated salary scale.

An adjunct Library faculty member may participate in the University health insurance and life insurance plans, provided that he/she pays all the necessary premiums and satisfies all requirements of the insurance carriers and is available under the present insurance policy. These benefits will be available only if there is no additional cost to the University.

After completing 4 semesters of service (or equivalent in months), part-time Library faculty who work at least 12 hours per week, will be eligible for 1 course per semester free of tuition for self, spouse, and children. After 8 semesters of service (or equivalent in months) this will be increased to 2 courses per semester. This benefit does not include courses in doctoral programs or the law school or graduate courses in the case of children.

V. *Adjunct faculty and overload salary schedule*

Library faculty who are are assigned overtime hours will be paid hourly wages according to a graduated scale based on rank and longevity at Hofstra as follows:

A—Adjunct Instructor
B—Adjunct Assistant Professor
C—Adjunct Associate Professor
D—Adjunct Professor

	A	B	C	D
First 2 years	$6.00	$7.00	$8.00	$9.00
3rd & 4th years	7.00	8.00	9.00	10.00
5 years or more	7.50	8.50	9.50	11.00

APPENDIX D

I. *Work schedule:* a 35-hour week during the school year and a 32½-hour week during the summer months.

Released time: for Speech Clinicians on official University assignments, computed as 8 working days of released time analagous to one semester hour credit for teaching faculty.

Temporary (Special) Faculty: vacation days for temporary faculty at the rate of 1.83 days for each month worked.

II. *Holidays and Other Non-work Days:* full-time Speech Clinicians will have twenty-two (22) vacation days, five (5) personal days, three (3) professional days in Spring 1977, 6 professional days in 1977-78, and 9 professional days in 1978-79, and the regular University holidays, all of which shall be pro-rated for service of less than one year. Personal, professional, and vacation days may not be accrued from year to year.

III. *Overload:* Speech Clinicians who are assigned overtime hours will receive overload pay at the rate of adjunct faculty.

IV. *Adjunct Speech Clinicians:* Adjunct faculty are defined as those employed for less than a normal work schedule, as defined in I above. A certified adjunct clinician will have a graduated salary scale based on the length of his/her service at Hofstra and rank according to the following schedule of hourly wages:

Years	I	aP	AP	P
First 2 years	$8.50	$ 9.50	$10.00	$11.00
3rd & 4th years	9.00	10.00	10.50	11.50
5 years or more	9.50	10.50	11.00	12.00

V. *Non-certified Adjunct Speech Clinicians:* will receive hourly wages in accordance with the following schedule:

Years of Service at Hofstra	
First 2 years	6.50
3rd & 4th years	7.00
5 years or more	7.50

APPENDIX E

TARGET DATES FOR ACTION BY:

	DPC+ Chairperson	Dean	UFPB	Provost	President	Board of Trustees
December 15 Non-reappointment Notification (See FS V.D.2.b.ii)	Oct. 15	Oct. 31	Nov. 10	Nov. 15	Nov. 20	Nov. 30
March 1 Non-reappointment Notification (See FS V.D.2.b.i)	Dec. 23	Jan. 15	Jan. 31	Feb. 10	Feb. 20	Feb. 25
August 31 Reappointment Notification (See FS V.D.2.b.iii)	Jan. 31	Feb. 28	——	May 31	June 30	July 31
August 31 Non-reappointment Notification (See FS V.D.2.b.iii)	Jan. 31	Feb. 28	Apr. 15	May 31	June 30	July 31
Promotion	Feb. 15	Mar. 15	Apr. 15	May 15	June 15	June 30
Tenure:						
Ad hoc Tenure Committee by	Mar. 15	Apr. 15	May 15	June 15	July 15	Aug. 24
Annual Evaluation	Oct. 31	Nov. 30	——	Jan. 31	——	——

VI. *Probationary Period for Tenure*

Full-time Speech Clinicians employed as of September 1, 1976 will have a seven-year probationary period prior to the granting or denial of tenure. The probationary period for such persons will commence on September 1, 1976. No claim of de facto tenure will arise as a result of any service prior to September 1, 1976. Full-time Speech Clinicians hired subsequent to September 1, 1976 will have a probationary period as specified for faculty by the FPS and FS.